

				l l	
THIS INDENTURE, ma			19 <u>_89</u> , between		
ELBERT L.JONES	, A WIDOWER A	ND NOT SINCE	REMARR1ED		
	·				
1144 N. LATRO	BE	CHICAGO	ILLINOIS	DEPT-01	RECORDING \$
(NO. AND ST	TREET)	(CITY)	(STATE)		TRAN 3338 08/23/89 12:25
herein referred to as "Mo				: ♦7890 €	C **・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・
FLEET FINANCE	. INC. A DEL	AWARE CORP.		· coon	COUNTY RECURDER
328 S. GREI		WAUKEGAN	ILLINOIS		
(NO. AND ST	rreet)	(CITY)	(STATE)	Above Space	For Recorder's Use Only
herein referred to as "Mo				<u> </u>	TOTAL
SIX THOUSAND N	NINE HUNDRED	AND SEVEN 72/	100*****	*****	herewith, in the Marking sum of
(\$ 6,907.72	j, payable to the	order of and delivered	to the Mortgagee, in and	by which note the Mortgago if the balance due on the	ors promise to pay the said principal 1ST day of SEPTEMBER
sum and interest at the fi	principal and interest ar	e made payable at such	place as the holders of th	e note may, from time to tim	e, in writing appoint, and in absence
of such appointment, ther	n at the office of the M	origagee at328_	S. GREENBAY RD	WAUKEGAN.IL	60085
			·		
limitations of this mortese	e and the perfort and	of the covenants and a	greements herein containe	d, by the Mortgagors to be i	rdance with the terms, provisions and performed, and also in consideration
of the same of One Dollar	in board said, the one lies	//wheenofie herebu ack	namindaed do by these no	esents CONVEY AND WAI	RRANT unto the Mortgagee, and the rein, situate, lying and being in the
CITY OF CHIC		, COUNTY OF _	COOK	A	ND STATE OF ILLINOIS, to wit:
		Ux		n mun n.om 0./0 -	on our Monouries 1//
LOT 79 IN HOGE	ENSON'S FOURTH	H ADDITION, A	SUBDIVISION O	F THE EAST 3/8 C	OF THE NORTHEAST 1/4 OF THE THIRD PRINCIPAL
MERIDIAN, IN C			anir 39 Monin,	MIGE IS LAST C	
HEREDIAN, IN C					
C.K.A.: 1144	N. LATROBE, C	HICAGO, IL	60651	Ω¢	9393309
			T	٥.	3000000
P.I.N.: 16-04	-306-023				
			46		
			40,		
			70		
which with the property i	hereinafter described is	referred to beggin as t	the "premises"		
which, with the property b	all improvements, tenem	ents, easements, fixture	he "premises," es. and appurtenances ther	eto bylonging, and all rents.	issues and profits thereof for so long
TOGETHER with a	all improvements, tenems Mortgagors may be entre	ents, easements, fixture itled thereto (which are	he "premises," is, and appurtenances then pledged primarily and on a	eto by longing, and all rents,	nd not secondarily) and all apparatus.
TOGETHER with a and during all such times as equipment or articles now controlled), and ventilation	all improvements, tenems Mortgagors may be ente or hereafter therein or the including (without res	ents, easements, fixture itled thereto (which are heron used to supply he tricting the foregoing).	he "premises," is, and appurtenances then pledged primarily and on a at, gas, air conditioning, v screens, window shades,	eto by longing, and all rents, parity with id real estate au vater, light priver, refrigeration doors and windows, fit	nd not secondarily) and all apparatus, ion (whether single units or centrally oor coverings, inador beds, awnings,
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UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgage; (4) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgages, upon demand by the Mortgagee, shall be require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- d. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such laws. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagoe, and the Morgageo's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the inorgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of mying prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep (il b) illdings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for expairing the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all 1 or meanies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, or Mortgagee, such rights to be evidenced by the standard mortgage (a.e. to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgages may but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title of claim thereof or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authoritial and all expenses paid or incurred in connection therewith, including attorney's fees, and any other more advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon s the highest rate allowed by law. Inaction of Mortgagoe shall never be considered as a waiver of s sy light accruing to the Mortgagoe on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relading to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein menticned by th principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness scarr is by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in miking payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreemy it of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by a celeration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, there shall be allowed and included as addition a indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, cuting for documentary and expert evidence, stenographers' charges, publication oosts and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to item of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness, secured hereby and immediately due and psyable, with interest thereon at the higher of the annual percentage rate disclosed on the present note or the highest rate a lowed by law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including foreclosure by a senior or junior mortgage, probate and bankmanyor proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) pre large of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
 - 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph here; wond, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; wind, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
 - 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of information at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such fornclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any furture into when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necestary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for colosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is in the prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
 - 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
 - 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose
 - 15. The Mortgagors shall periodically deposit with the Mortgague such sums as the Mortgague may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
 - 16. If the payment of said indebtedness of any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
 - 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
 - 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders from time to time, of the note secured hereby.

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